



PHILIP L. BROWNING
Interim Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
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ZEV YAROSLAVSKY
Third District
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Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 01, 2011

#10 NOVEMBER 1, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO ACCEPT FISCAL YEAR 2011-12 CALIFORNIA ALTERNATIVE PAYMENT
PROGRAM (CAPP) GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF EDUCATION
FOR THE PROVISION OF CHILD CARE SERVICES
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

SUBJECT

Request the Chair to approve, adopt, and execute a Resolution certifying approval of the Board, authorizing the Interim Director of Children and Family Services (DCFS) to accept, sign, and execute the CAPP Agreement No. 1029 with the California Department of Education (CDE) for funding to subsidize the DCFS' Child Care Program for children under the supervision of DCFS; and authorize the Interim Director of DCFS, or designee, to complete, accept, sign, and forward to CDE the amendments and continued funding applications for FY 2011-12 and FY 2012-13.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, adopt and instruct the Chair to execute the Resolution (Attachment A). The Resolution certifies your Board's approval for the Interim Director of DCFS, or designee, to: (a) submit applications to CDE for FY 2011-12 and FY 2012-13 CAPP funding; (b) accept, sign and execute Agreement No. 1029 with CDE to accept CAPP funding for FY 2011-12 (CDE CAPP Agreement); (c) sign the Contractor Certification Clause, form CCC-307 (Attachment B), and the Federal Certification Form, CO.8 (Attachment C); and (d) sign and execute amendments to the CDE CAPP Agreement for FY 2012-13 funding, and to increase or decrease the amount of such funding. The Contractor Certification Clause certifies that DCFS is in compliance with all contract requirements.
2. Authorize the Interim Director of DCFS, or designee, to complete, sign, and forward to CDE the

CAPP funding application, and accept funding for FY 2011-12, and subsequent funding amendments for FY 2012-13.

3. Delegate authority to the Interim Director of DCFS or designee, to sign and execute the CDE CAPP Agreement (Attachment D) to receive FY 2011-12 CAPP funding, and to sign subsequent amendments thereto to receive FY 2012-13 CAPP funding, and to increase or decrease the amount of such funding, provided that: (a) CAPP funding is available through CDE; (b) Chief Executive Office (CEO) approval is obtained prior to executing amendments to the CDE CAPP Agreement to receive FY 2012-13 CAPP funding; and (c) the Interim Director of DCFS notifies your Board and the CEO in writing within 10 working days of executing the CDE CAPP Agreement and subsequent annual and mid-year amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DCFS to accept FY 2011-12 CAPP funding and apply for and receive FY 2012-13 funding amendments to continue DCFS' Child Care Program for children under its supervision who are at risk of abuse or neglect. The CDE CAPP Agreement requires the County to provide a \$170,019 Maintenance of Effort (MOE). Total MOE, State, and federal funding of \$12,300,539 will be available during FY 2011-12 to provide much needed child care services.

Child care is made available to DCFS children who are assessed to be at potential risk of abuse or neglect. This care is provided to children who are with their birth parents or are in first-time placements with relatives who are receiving the B-schedule foster care rate. The goal of DCFS' Child Care Program is to ensure the child's safety and to assist in avoiding out-of-home placements. This program provides a safety net for the children who are at risk of abuse or neglect and placed with birth parents or relatives.

Without approval of the recommended actions, DCFS would not be able to provide child care services to eligible children and families, and would result in the loss of \$12,130,520 in State and federal funding for FY 2011-12 and subsequent funding amendments for FY 2012-13.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Five: Children and Families' Well Being. The recommended actions will allow continued access to subsidized child care for children at risk of abuse or neglect and allow for full utilization of available funding.

FISCAL IMPACT/FINANCING

The amount of State and federal CAPP funding available for FY 2011-12 is \$12,130,520, and is subject to change for the current and subsequent fiscal years. Under the CDE CAPP Agreement the County provides \$170,019 annually for MOE, which will be net County cost and is also subject to change for the current and subsequent fiscal years. The total amount available, including MOE for DCFS' Child Care Program funding for FY 2011-12, is \$12,300,539. The CDE CAPP Agreement also provides for 100% reimbursement of administrative costs, provided that total CAPP expenditures do not exceed \$12,130,520 and the administrative costs do not exceed 15% of \$12,130,520, or \$1,819,578. Funding has been included in the Department's FY 2011-12 Adopted Budget. Funding for FY 2012-13 will be included in the Department's annual budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 8, 2009, your Board approved a Resolution and delegated authority to the DCFS Director to sign an agreement, and subsequent amendments, with CDE to receive CAPP funding to subsidize child care services for fiscal years 2009-10 and 2010-11. The CDE CAPP Agreement allows DCFS to receive CAPP funding to provide child care for FY 2011-12 and for FY 2012-13 by amendment. DCFS' Child Care Program provides a safety net for the children who are at risk of abuse or neglect and placed with relatives for the first time and has served approximately 4,400 children in FY 2010-11.

The terms and conditions for the CDE CAPP Agreement are located online at http://www.cde.ca.gov/fg/aa/cd/documents/capp11.doc#_Toc264880084, as referenced in the document. The State normally issues to California counties the CDE CAPP Agreement, or amendments thereto, along with related material, by June of each year for a July 1st implementation date. The State is aware that the clearance and approval timelines for both the State and the County will result in executing the CDE CAPP Agreement, or its amendments, after the implementation date. The Catalog of Federal Domestic Assistance (CFDA) number for CAPP is 93.596.

The CEO and County Counsel have reviewed this Board letter and the CDE CAPP Agreement. The CDE CAPP Agreement has been approved as to form by County Counsel, although the CDE CAPP Agreement is not a services contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the CAPP funding will enable DCFS to continue to meet the child care needs of parents and relative caregivers served by DCFS. During the past year, approximately 365 children were enrolled each month in the DCFS Child Care Program. The CDE CAPP Agreement will allow DCFS to continue to provide child care services in FY 2011-2012 and, upon amendment, for FY 2012-2013.

CONCLUSION

Upon approval and execution of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send one original and one copy of the Resolution, Contractor Certification Clause and the Federal Certification Form, CO.8, to:

1. California Department of Education
ATTENTION: Contracts, Purchasing and Conference Services
1430 "N" Street, Suite #2213
Sacramento, California 95814-5901

And, one adopted stamped copy of this Board letter and attachments to:

2. Children and Family Services Attn: Cynthia McCoy-Miller, Administrative Deputy Director III 425 Shatto Place, Room 300 Los Angeles, California 90020 Norwalk, CA 90650	3. Children and Family Services Attn: Jennifer Hottenroth, Assistant Division Chief DCFS Child Care Program 12440 E. Imperial Highway – Room 544
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The Honorable Board of Supervisors

11/1/2011

Page 4

4. Auditor-Controller

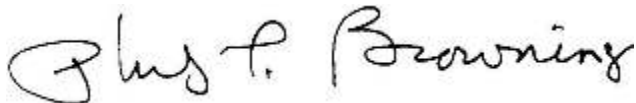
Accounting Division

Kenneth Hahn Hall of Administration, Room 603

500 West Temple Street

Los Angeles, California 90012

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Interim Director

PLB:EM

MG:JH:lw

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors

ATTACHMENT A

RESOLUTION

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Years 2010-11, 2011-12, and 2012-13, provided that funding is available.

BE IT RESOLVED that the Governing Board of Los Angeles County authorizes entering into local agreement number CAPP-1029 and that the persons who are listed below, are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jackie Contreras</u>	<u>Acting Director, Children & Family Services</u>	<u></u>
<u>Philip L. Browning</u>	<u>Interim Director, Children & Family Services</u>	<u></u>
<u>Eric Marts</u>	<u>Deputy Director, Children & Family Services</u>	<u></u>

The foregoing resolution was on the 1st day of November 2011, by the Governing Board of Supervisors of the County of Los Angeles, California.

I, Sachi A. Hamai, Clerk of the Governing Board of Supervisors, of Los Angeles County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a November 1, 2011 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

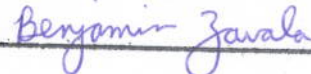


(Clerk's Signature)

November 1, 2011

(Date)

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By , Deputy




ATTACHMENT B

STATE CERTIFICATION FORM - CCC-307

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) LOS ANGELES COUNTY DEPARTMENT OF CHILDREN'S FAMILY SVCS.		Federal ID Number 95-6000927
By (Authorized Signature) 		
Printed Name and Title of Person Signing PHILLIP L. BROWNING, INTERIM DIRECTOR		
Date Executed	Executed in the County of LOS ANGELES	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT C

FEDERAL CERTIFICATION FORM - CO.8

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) <i>COUNTY OF LOS ANGELES, DEPT. OF CHILDREN AND FAMILY SERVICES</i>		CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>PHILLIP L. BROWNING, INTERIM DIRECTOR</i>		
SIGNATURE <i>Phillip Browning</i>	DATE	

ATTACHMENT D

CDE AGREEMENT NO. 1029



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**ATTENTION: EXECUTIVE DIRECTORS,
CHILD DEVELOPMENT PROGRAMS**

Subject: 2010-11 CHILD DEVELOPMENT CONTRACT/AMENDMENT

**DO NOT REMOVE ANY PAGES STAPLED TO
THE CONTRACT FACESHEET**

1. X Submitted for your approval are two (2) copies of the 2010-11 contract/amendment. **The person signing this contract/amendment must be the Executive Director, Superintendent or authorized designee.** If an authorized designee signs, please submit appropriate delegation to sign. Please **SIGN** both copies, insert the current **MAILING ADDRESS** in the **Contractor's signature box**, and **RETURN BOTH COPIES** of the contract/amendment to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.
2. _____ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body which approves the contract and names the official who is authorized to sign it on their behalf. (A sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact **Dawn Simpson** at **916-445-6826** or by e-mail at dsimpson@cde.ca.gov.
3. _____ Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE", SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

Doris Morris, Staff Services Manager I
Contracts, Purchasing & Conference Services
916-322-3050

Dm:ds

PLEASE RETURN ALL COPIES TO:

**ATTENTION: Contracts, Purchasing &
Conference Services
California Department of Education
1430 "N" Street, Suite #2213
Sacramento, CA 95814-5901**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

2nd Set
F.Y. 11 - 12**DATE:** July 01, 2011**CONTRACT NUMBER:** CAPP-1029**PROGRAM TYPE:** ALTERNATIVE PAYMENT**PROJECT NUMBER:** 19-2219-00-1**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$12,130,520.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement 254

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>PHILLIP L. BROWNING</i>	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING PHILLIP L. BROWNING, INTERIM DIRECTOR	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 425 SHATTO PLACE, LOS ANGELES, CA 90020	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,130,520	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,130,520	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

CONTRACT NUMBER: CAPP-1029

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,170,043	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13694-2219	PC# 000322
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,170,043	ITEM 30.10.020.007 6110-194-0890	CHAPTER 33 STATUTE 2011 FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,595,975	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 14153-2219	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,595,975	ITEM 30.10.020.007 6110-194-0890	CHAPTER 33 STATUTE 2011 FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,364,502	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23186-2219	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,364,502	ITEM 30.10.020.007 6110-194-0001	CHAPTER 33 STATUTE 2011 FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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